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21 Classes

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
23 **FOR THE COUNTY OF SANTA BARBARA**  
24 **ANACAPA DIVISION**

25 TOM PAPPAS, et al.,

26 Plaintiffs,

27 v.

28 CALIFORNIA COASTAL CONSERVANCY,  
et al.,

Defendants.

Case No. 1417388

Assigned for All Purposes to the  
Honorable Colleen K. Sterne, Dept. SB5

**CLASS ACTION**  
**CONDITIONAL STIPULATED**  
**SETTLEMENT AGREEMENT WITH**  
**DEFENDANTS STATE OF**  
**CALIFORNIA COASTAL**  
**CONSERVANCY, CALIFORNIA**  
**COASTAL COMMISSION AND**  
**RANCHO CUARTA**

Plaintiffs TOM PAPPAS (deceased) by his successor Carolyn Pappas, TIM BEHUNIN,  
Trustee of the Behunin Family Trust, and PATRICK CONNELLY, individually and on behalf of  
all others similarly situated (collectively, the "Class Representatives"), and THE HOLLISTER

1 RANCH COOPERATIVE, a California non-profit agricultural cooperative association  
2 (“Cooperative”) (when appropriate, together the Class Representatives and the Cooperative will  
3 be referred to as the “Settling Plaintiffs”), and Defendants CALIFORNIA STATE COASTAL  
4 CONSERVANCY, an agency of the State of California, and the CALIFORNIA COASTAL  
5 COMMISSION, an agency of the State of California, (collectively, the “State”), and Defendant  
6 and Real Party in Interest Rancho Cuarta, a general partnership (“Rancho Cuarta”), (together, the  
7 State and Rancho Cuarta are referred to as the “Defendants,” and together, Settling Plaintiffs and  
8 the Defendants are referred to as the “Stipulating Parties”), enter into this Conditional Stipulated  
9 Settlement Agreement (the “Conditional Agreement” or “Agreement”). This Agreement, which  
10 is dependent on the existence of various conditions, is intended by the Stipulating Parties hereto  
11 to fully, finally, completely, and unconditionally compromise, resolve, and settle the above-  
12 captioned lawsuit and the Released Claims (defined below) as between the Settling Plaintiffs, the  
13 Class (defined below) and the Defendants, subject to the terms and conditions set forth below and  
14 final approval by the Court.

15 **WHEREAS:**

16 A. Hollister Ranch consists of approximately 14,500 acres of land along the Santa  
17 Barbara coast which has been an operating cattle ranch for over 100 years. In 1970, Hollister  
18 Ranch was subdivided into 135 parcels, each approximately 100 acres. After 1970, Parcel 136  
19 was annexed as part of Hollister Ranch. 133 of these 136 parcels are privately owned by  
20 members (“Members”) of the Hollister Ranch Owners’ Association (“HROA”). There are an  
21 estimated 700 Members of the HROA. The HROA owns three of the 136 parcels.

22 B. In October 1980, the Commission approved the issuance of Coastal Development  
23 Permit No. 309-05 subject to certain conditions that the Commission determined were satisfied by  
24 the Young Men’s Christian Association of Metropolitan Los Angeles (YMCA) when the YMCA  
25 executed on March 11, 1982 an Irrevocable Offer to Dedicate and Covenant Running with the  
26 Land, recorded on April 28, 1982 as Instrument No. 82-17113 of the Official Records, County of  
27 Santa Barbara (“Offer to Dedicate”).

1 C. On April 26, 2013, Defendant Conservancy recorded a Certificate of Acceptance  
2 as Instrument No. 2013-0028299 of the Official Records, County of Santa Barbara (“Certificate  
3 of Acceptance”). The purpose of the Certificate of Acceptance was to accept the Offer to  
4 Dedicate for various public access easements (“Access Easements”) in and on the Hollister  
5 Ranch. The Offer to Dedicate was executed by the YMCA, a former owner of Parcel 136. Each  
6 of the alleged Access Easements described in the Certificate of Acceptance or Offer to Dedicate  
7 would burden property owned by HROA and the Members. Neither HROA, nor any of the  
8 Members (with the exception of the former owner of Parcel 136) consented to the recording of  
9 the Certificate of Acceptance or Offer to Dedicate.

10 D. On May 31, 2013, the above-captioned litigation was initiated by Tom Pappas,  
11 Tim Behunin, Trustee of the Behunin Family Trust, Patrick Connelly, The Hollister Ranch  
12 Cooperative, HROA, and the Members (as a class action) with the filing of a Complaint for Quiet  
13 Title, Cancellation, Declaratory and Injunctive Relief, Petition for Writ of Mandate and Other  
14 Relief in the Superior Court of the State of California for Santa Barbara County against the State  
15 of California, a public entity, State Coastal Conservancy (named as the California Coastal  
16 Conservancy), an agency of the State of California, California Coastal Commission, an agency of  
17 the State of California, County of Santa Barbara, a political subdivision of the State of California,  
18 and All Persons Unknown, Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest  
19 in the Property Described in the Complaint Adverse to Plaintiffs’ Title, or Any Cloud on  
20 Plaintiffs’ Title Thereto, and Does 1-100 Inclusive, Santa Barbara Superior Court Case No.  
21 1417388 (the “Action”).

22 E. On or about April 9, 2013, Defendant County of Santa Barbara adopted a  
23 resolution by which it declined to accept the benefits of the public access easements alleged to  
24 have been created by the Certificate of Acceptance of the Offer to Dedicate and subsequently  
25 entered into a settlement agreement similarly disavowing any interest under either the Offer to  
26 Dedicate or the Certificate of Acceptance. An Order Granting Final Approval of Class Action for  
27 Settlement with the County of Santa Barbara and a Judgment in favor of plaintiffs was entered on  
28 October 30, 2014.

1 F. On or about March 11, 2014, Rancho Cuarta was named as a Defendant and Real  
2 Party in Interest to this Action by way of the Second Amended Complaint in this Action.

3 G. On or about December 8, 2017, the HROA and Defendants reached a settlement  
4 between themselves whereby HROA and Defendants entered into a Stipulation and Agreement of  
5 Settlement and a License Agreement (collectively, "Prior Settlement"), copies of which are  
6 attached hereto as Exhibits 1 and 2 incorporated by this reference. Pursuant to the Prior  
7 Settlement, the State has consented to the entry of a judgment declaring that the State shall have  
8 no right, title, or interest whatsoever in or to any easements or other interest for public access or  
9 public recreation in, to, over, under, or through any property in Hollister Ranch as a result of the  
10 Offer to Dedicate or Certificate of Acceptance, other than interests granted by way of that certain  
11 document titled Public Access License Agreement. The State will disavow, abandon, extinguish,  
12 cancel, and disclaim any right, title, or interest whatsoever in or to Parcels 1 through 136 of the  
13 Hollister Ranch associated with the Offer to Dedicate or the Certificate of Acceptance. The State  
14 has agreed that the Hollister Ranch Managed Access Program and License constitute complete  
15 compliance with special condition 1 of Coastal Development Permit number 309-05. In  
16 exchange, the HROA has agreed to maintain and expand specified aspects of the Hollister Ranch  
17 Managed Access Program, and has executed a limited license to the State for public access over a  
18 certain area of Parcel 104 (owned by HROA), as described more fully in the Prior Settlement.

19 H. The Class Representatives seek to proceed as a Class (as defined below) on behalf of  
20 themselves and all others similarly situated, including the owners of 132 parcels in Hollister  
21 Ranch.

22 I. The Cooperative is proceeding as an individual plaintiff.

23 J. The Stipulating Parties wish, on the terms set forth herein, to resolve their differences  
24 concerning the foregoing matters without resort to additional expensive and time-consuming  
25 litigation, the outcome of which would be uncertain. This Agreement shall not be construed or  
26 deemed to be a concession by any Party of any wrongdoing, fault, liability, or damage to any  
27 person or entity, or any infirmity in any claim or defense.

1           K.     The Class Representatives, by their counsel, have conducted discussions with  
2 Defendants in an attempt to settle the Action and achieve the best relief possible consistent with  
3 the interests of the proposed Class. This Agreement has been entered into after and is the product  
4 of arm’s-length negotiations conducted in good faith. The Parties have voluntarily agreed to settle  
5 the case and for the Named Plaintiffs and the Class to release the Released Claims (defined  
6 below) against Defendants after consultation with competent legal counsel. Defendants, having  
7 taken into account the risk and expense of protracted litigation, are satisfied that the terms and  
8 conditions of this Agreement are in their best interests. The Class Representatives and their  
9 counsel have concluded that the releases of the Released Claims (defined below) by the Class in  
10 exchange for Defendants’ extinguishment of the Offer to Dedicate, and other consideration set  
11 forth herein, is fair, reasonable, and adequate, and in the best interest of the members of the  
12 proposed Class.

13           L.     Class Counsel states that it has conducted an extensive investigation relating to the  
14 underlying events and transactions alleged in the Action and has researched the applicable law  
15 with respect to the potential claims that could be brought against Defendants and the potential  
16 defenses thereto; and that their investigation included, among other things, reviewing and  
17 analyzing relevant documents deemed necessary and appropriate to enable them to enter into this  
18 Agreement on a fully informed basis. Subject to the provisions herein, Class Representatives  
19 each agree to this Agreement, after considering (a) the substantial benefits the Class will receive  
20 from the Agreement, (b) the attendant risks of protracted litigation, which would involve highly  
21 complex legal and factual issues and would involve substantial uncertainties, delays, and other  
22 risks inherent in litigation, and (c) the desirability of permitting the Settlement to be  
23 consummated as provided by the terms of this Agreement.

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1           **NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE**  
2 **MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND**  
3 **VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE**  
4 **HEREBY ACKNOWLEDGED, WITHOUT ANY ADMISSION OR CONCESSION ON**  
5 **THE PART OF THE STIPULATING PARTIES, IT IS HEREBY STIPULATED AND**  
6 **AGREED, BY AND AMONG THE STIPULATING PARTIES AS FOLLOWS:**

7  
8       **1.     RULES OF CONSTRUCTION AND DEFINITIONS**

9           As used in this Agreement, the following rules of construction and definitions apply to  
10 this Agreement, including the Exhibits to this Agreement.

11           1.1     The definitions contained in this Agreement apply to capitalized terms wherever  
12 those terms appear in this Agreement, including the prefatory paragraphs and recitals above, the  
13 sections below, and the Exhibits hereto. Capitalized terms have the meanings ascribed to them to  
14 the extent they are not otherwise defined in this Section. Each defined term stated in the singular  
15 shall include the plural and each defined term stated in the plural shall include the singular. Any  
16 pronoun stated in the masculine, feminine or neutral gender shall include all genders. The word  
17 “including” when used in this Agreement means “including but not limited to,” and the words  
18 “include,” “includes,” and “included” shall be similarly construed. The words “herein,” “hereof,”  
19 “hereunder,” and any other words of similar import, when used in this Agreement, refer to the  
20 entirety of the Agreement, including the Exhibits hereto.

21           1.2     “Action” means the claims brought in the above-captioned litigation.

22           1.3     “Class” means, for purposes of the Conditional Agreement only, each and every  
23 owner of a fee interest in property at Hollister Ranch who held that interest during the pendency of  
24 the above-captioned litigation, with the exception of the Cooperative, the HROA, and the owners  
25 of Parcel 136.

26           1.4     “Class Representatives” means Tom Pappas (deceased) by his successor Carolyn  
27 Pappas; Tim Behunin, Trustee of the Behunin Family Trust; and Patrick L. Connelly.

28           1.5     “Class Counsel” means Hollister & Brace, APC.

1           1.6     “Court” means the court in which the Action is pending.

2           1.7     “Coastal Commission” means the California Coastal Commission, an agency of the  
3 State of California.

4           1.8     “Coastal Conservancy” means the California State Coastal Conservancy, an agency  
5 of the State of California.

6           1.9     “Defendants” means the Coastal Commission, Coastal Conservancy, and Rancho  
7 Cuarta.

8           1.10    “Effective Date” means the date on which all the following have occurred: (i) the  
9 Preliminary Approval Order (as defined below) has been entered; (ii) and the Final Approval  
10 Order and Judgment have become Final.

11           1.11    “Execution Date” means the first date by which all of the Stipulating Parties have  
12 executed and delivered this Agreement. This Agreement shall be deemed delivered when the last  
13 Party sends an executed copy of this Agreement by electronic mail.

14           1.12    “Fairness Hearing” means the hearing held by the Court to consider final approval  
15 of the Settlement after entering the Preliminary Approval Order and after Class Counsel provides  
16 Notice of the Settlement to the Class.

17           1.13    “Final” means the latest of: (i) the expiration of the time to appeal, or otherwise  
18 seek review of the relevant order or judgment as to which no appeal or review shall be pending;  
19 (ii) the final affirmance of the relevant order or judgment on appeal and the expiration of the time  
20 for a petition to review the affirmance of the relevant order or judgment on appeal, or if such  
21 petition is granted, the final affirmance of the relevant order or judgment following review  
22 pursuant to that grant; (iii) the final dismissal of any appeal from the relevant order or judgment or  
23 the final resolution of any proceeding to review any appeal from the relevant order or judgment  
24 without any material change thereto; or (iv) the date on which all rights to appeal, petition for  
25 certiorari, or move for reargument or rehearing as to the relevant order or judgment shall have  
26 been waived in writing.

27           1.14    “Final Approval Order” means one or more orders by the Court finally approving  
28 this Agreement after a Fairness Hearing, which include(s) provisions (i) releasing Defendants from

1 the Released Claims, (ii) barring and enjoining Class members from prosecuting any of the  
2 Released Claims against Defendants, (iii) certifying the Class for purposes of Settlement only and  
3 appointing the Class Representatives and Class Counsel to represent the interests of the Class, and  
4 (iv) directing the clerk of the Court to enter a final judgment in this matter. The judgment shall  
5 contain the language in the form of Exhibit 3 and the Final Approval Order shall contain the  
6 language in the form of Exhibit 4, without material modifications and such other language as  
7 agreed to by the Parties.

8 1.15 “Individual Plaintiffs” means The Hollister Ranch Cooperative and the Hollister  
9 Ranch Owners’ Association.

10 1.16 “Notice” means the Summary Notice of Pendency of Class Action substantially in  
11 the form attached as Exhibit 5 hereto.

12 1.17 “Plaintiffs” means the Individual Plaintiffs, the Class Representatives and every  
13 member of the Class.

14 1.18 “Preliminary Approval Order” means the order of the Court preliminarily  
15 approving the Agreement, setting the Fairness Hearing and directing Notice be given to the Class,  
16 substantially in the form attached as Exhibit 6.

17 1.19 “Released Claims” means any past, present, or future claim, of any kind that has  
18 been or could be asserted by Settling Plaintiffs against any of the Released Parties, whether  
19 seeking damages or equitable relief, including costs, attorneys’ fees and expenses of any nature  
20 whatsoever, whether known or Unknown (as defined below), asserted or unasserted, anticipated or  
21 unanticipated, that arise out of or are based on (i) the Prior Settlement Agreement, including the  
22 grant of license by HROA and the managed access program; (ii) the subject matters of the Action;  
23 or (iii) related to the events, allegations, facts, acts, omissions, or transactions referred to in the  
24 Complaint, or any subsequent pleading or amended complaint in the Action; provided, however,  
25 Released Claims shall not include (a) any claim arising out of the breach of this Agreement, or (b)  
26 any claim that has been specifically and expressly excluded from the release.



1           1.20   “Released Parties” means the Defendants, together with Defendants’ subsidiaries,  
2 assigns, and the directors, officers, employees, agents and attorneys of the foregoing, but solely in  
3 their capacity as such for the Released Parties.

4           1.21   “Settlement” means the terms of this Conditional Agreement.

5           1.22   “Settling Plaintiffs” means the Class Representatives Tom Pappas (deceased) by his  
6 successor in interest Carolyn Pappas; Tim Behunin, Trustee of the Behunin Family Trust; Patrick  
7 L. Connelly; and The Hollister Ranch Cooperative.

8           1.23   “State” means Defendants California State Coastal Conservancy, an agency of the  
9 State of California, and the California Coastal Commission, an agency of the State of California.

10          1.24   “Stipulating Parties” means the parties to this Agreement: Plaintiffs Tom Pappas  
11 (deceased) by his successor Carolyn Pappas, Tim Behunin, Trustee of the Behunin Family Trust,  
12 and Patrick Connelly, individually and on behalf of all others similarly situated, The Hollister  
13 Ranch Cooperative, and Defendants Coastal Commission, Coastal Conservancy, and Rancho  
14 Cuarta.

15          1.25   “Unknown Claims” means any and all (i) Released Claims that Settling Plaintiffs  
16 are not aware of or do not suspect to exist, and which are in their favor at the time of the release of  
17 the Released Claims, and, (ii) if known by them might have affected their decision(s) to enter into  
18 this Settlement. With respect to any and all Released Claims, the Stipulating Parties stipulate and  
19 agree that upon the Effective Date, Settling Plaintiffs shall expressly waive and relinquish, to the  
20 fullest extent permitted by law, any and all provisions, rights, and benefits conferred by California  
21 Civil Code § 1542 and any federal law, any law of any state or territory of the United States, or  
22 any principle of common law, which is similar, comparable, or equivalent to California Civil Code  
23 § 1542. California Civil Code § 1542 provides:

24                   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
25                   WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
26                   EXIST IN HIS OR HER FAVOR AT THE TIME OF  
27                   EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR  
28                   HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
                      SETTLEMENT WITH THE DEBTOR.

It is the intention of the Stipulating Parties that, notwithstanding the provisions of California Civil

1 Code § 1542 or any similar provisions and notwithstanding the possibility that Settling Plaintiffs  
2 may discover or gain a more complete understanding of the facts, events or law that, if presently  
3 known or fully understood, would have affected the decision to enter into this Agreement, any  
4 and all Released Claims, including Unknown Claims, shall be fully, finally, and forever settled.

5 **2. SETTLEMENT PROCESS**

6 The Parties expect the settlement process, pursuant to California Rules of Court, rule  
7 3.769, to involve the following steps: (1) Execution of this Conditional Agreement, (2)  
8 Preliminary Approval of the Settlement, (3) setting of a Fairness Hearing, (4) notice to the Class  
9 of Preliminary Approval of the Settlement, opportunity to object to the Settlement, and proposed  
10 Certification of Class for Settlement Purposes, and (5) after a Fairness Hearing, issuance by the  
11 Court of an order (i) releasing Defendants from the Released Claims, (ii) barring and enjoining  
12 Class members from prosecuting any of the Released Claims against Defendants, (iii) certifying  
13 the Class for purposes of Settlement only and appointing the Class Representatives and Class  
14 Counsel to represent the interests of the Class, and (iv) directing the clerk of the Court to enter a  
15 final judgment in this Action.

16 **3. RELEASE OF CLAIMS AGAINST DEFENDANTS IN EXCHANGE FOR**  
17 **RANCHO CUARTA'S DISAVOWAL OF ANY INTERESTS UNDER THE OFFER TO**  
18 **DEDICATE OR CERTIFICATE OF ACCEPTANCE AND DEFENDANTS'**  
19 **EXTINGUISHMENT OF THE OFFER TO DEDICATE**

20 3.1 Upon the Effective Date, the Settling Plaintiffs and the Class members, on behalf  
21 of themselves and each of their past or present officers, directors, employees, agents,  
22 representatives, partners, managers, members, affiliates, parents, subsidiaries, heirs, executors,  
23 administrators, successors and assigns, shall fully, finally, completely, and unconditionally  
24 release, acquit, discharge, compromise, resolve, settle, and waive all Released Claims against the  
25 Released Parties.

26 3.2 The Settling Plaintiffs acknowledge and agree that the Settlement with Defendants  
27 represents a compromise of all possible damage claims including, but not limited to, temporary or  
28 permanent taking claims, attorneys' fees, costs, fines, statutory or civil penalties, emotional

1 distress claims, personal injury claims, and any other tort, contract, consequential and/or punitive  
2 damages of any kind arising out of the matters alleged in the Action.

3 3.3 Upon the Effective Date, Rancho Cuarta, on behalf of itself and each of its past or  
4 present officers, directors, employees, agents, representatives, partners, managers, members,  
5 affiliates, parents, subsidiaries, heirs, executors, administrators, successors and assigns, shall fully,  
6 finally, completely, and unconditionally disavow, abandon, extinguish, cancel and disclaim any  
7 interest whatsoever in or to any easements or other interest for public access or public recreation  
8 in, to, over, under, or through any property in Hollister Ranch as a result of that certain document  
9 entitled Irrevocable Offer to Dedicate and Covenant Running with the Land, recorded on April 28,  
10 1982 as instrument number 82-17113 in the office of the County Recorder of Santa Barbara  
11 County, or that certain document entitled the Certificate of Acceptance, recorded on April 26,  
12 2013 as instrument number 2013-0028299 in the office the County Recorder of Santa Barbara  
13 County.

14 3.4 Within ten days of the Effective Date, Defendants shall execute and deliver to  
15 Settling Plaintiffs' counsel the Quitclaim and Extinguishment of the Offer to Dedicate and  
16 Certificate of Acceptance attached as Exhibit 7.

17 **4. ORDER BARRING CLAIMS**

18 4.1 To the extent permitted by applicable law, the Final Approval Order shall contain  
19 provisions enjoining and barring all Class members from commencing any action or asserting any  
20 Released Claim against the Released Parties, which provisions shall be substantially similar in  
21 form and effect to paragraph 7 of Exhibit 4 hereto including nonmaterial modifications thereto, or  
22 other language agreed to by the Parties.

23 **5. CLASS CERTIFICATION**

24 5.1 For purposes of this Settlement only, Defendants agree not to oppose Class  
25 Representatives' motion for the certification of the Action as a class action pursuant to Code of  
26 Civil Procedure section 382, California Rules of Court, rules 3.760 and 3.769(d), and the  
27 appointment of the Class Representatives as the representatives of the Class and Class Counsel as  
28 the attorneys for the Class. Certification shall be conditioned on the approval and effectiveness of

1 this Settlement. It is expressly agreed that Defendants do not waive any of their rights to contest  
2 class certification in the event the Settlement is not consummated.

3 **6. PRELIMINARY APPROVAL AND FINAL APPROVAL**

4 6.1 As soon as practicable, the Class Representatives and Defendants shall jointly  
5 apply to the Court for entry of a Preliminary Approval Order, substantially in the form attached as  
6 Exhibit 6. Pursuant to the terms of the Preliminary Approval Order, Class Counsel shall provide  
7 the Notice to the Class which shall include a date for the final fairness hearing. The Class  
8 Representatives and Defendants shall jointly apply to the Class Action Court for entry of the Final  
9 Approval Order, substantially in the form attached as Exhibit 4. The Parties will reasonably  
10 cooperate to obtain entry of the Final Approval Order as expeditiously as practicable.

11 6.2 Defendants seek enforcement of the releases contained in this Agreement or seek  
12 enforcement of the Final Approval Order, Class Representatives shall provide supporting  
13 affidavits upon request. In addition, if a claim related to the Released Claims is brought against  
14 Defendants, the Class Representatives shall, upon request, reasonably assist Defendants to  
15 enforce the Final Approval Order and the releases contained in this Agreement. The Class  
16 Representatives shall not be required to provide an affidavit that is inaccurate or that would  
17 support broader releases than those contained in this Agreement.

18 **7. CLASS MEMBERS' RIGHTS OF OBJECTION TO SETTLEMENT**

19 7.1 Any Class member shall have the right to submit written objections concerning the  
20 Settlement, which objections shall identify the full name, address, and telephone number of the  
21 objecting class member and state all of the reasons for the objections (e.g., a mere statement that  
22 "I object" shall not be deemed sufficient). Any such objection must be filed with the Court and a  
23 copy must be served upon Class Counsel. All entities desiring to send a representative to attend  
24 the Fairness Hearing and be heard as objectors must have filed and served written objections as  
25 provided herein as a condition of appearing and being heard at such hearing. Members of the  
26 Class who fail to file and serve timely written objections in the manner specified above shall be  
27 deemed to have waived all objections and shall be foreclosed from making any objection, whether  
28 by appeal or otherwise, to the Settlement.

1 **8. REPRESENTATIONS AND WARRANTIES OF THE STIPULATING PARTIES**

2 8.1 Each of the Stipulating Parties separately represents and warrants that it has the  
3 requisite power and authority to enter into this Agreement and to perform the obligations imposed  
4 on it by this Agreement.

5 8.2 Each of the Stipulating Parties separately represents and warrants that the execution  
6 and delivery of, and the performance of the obligations contemplated by this Agreement, has been  
7 approved by duly authorized representatives of the Party.

8 8.3 Each of the Stipulating Parties separately represents and warrants that the Party has  
9 expressly authorized its undersigned representative to execute this Agreement on the Party's  
10 behalf as its duly authorized agent and that the Party has carefully read the Agreement, knows and  
11 understands the contents hereof, and is freely executing the Agreement.

12 8.4 Each of the Stipulating Parties separately represents and warrants that this  
13 Agreement has been thoroughly negotiated and analyzed by its counsel; that they agree to the  
14 terms of this Agreement based on the legal advice of their respective attorneys; that they have been  
15 afforded the opportunity to discuss the contents of this Agreement with their attorneys; that the  
16 terms and conditions of this Agreement are fully understood and voluntarily accepted; and that this  
17 Agreement has been executed and delivered in good faith, pursuant to arms' length negotiations,  
18 and for good and valuable consideration.

19 **9. ENTIRE AGREEMENT**

20 9.1 This Agreement and its Exhibits constitute a single integrated written contract that  
21 expresses the entire agreement and understanding between and among the Stipulating Parties with  
22 respect to matters that are the subject of this Agreement. If any material provision hereof is  
23 deemed unenforceable by a court of competent jurisdiction, then the Agreement as a whole shall  
24 be deemed terminated and null and void by written notice, and the rights and obligations of the  
25 Stipulating Parties shall be the same as if the Agreement were terminated and became null and  
26 void by written notice. Except as otherwise expressly provided herein, this Agreement supersedes  
27 all prior communications, discussions, negotiations, agreements, settlements, and understandings  
28 between the Stipulating Parties and their representatives regarding the matters addressed by this

1 Agreement, whether oral or written, all of which are merged herein. Except as explicitly set forth  
2 in this Agreement, there are no representations, warranties, promises, statements, or inducements,  
3 whether oral, written, expressed, or implied, that in any way affect or condition the validity of this  
4 Agreement or alter or supplement its terms.

5 **10. NOTICE**

6 10.1 Any and all statements, communications, or notices to be provided pursuant to this  
7 Agreement shall be in writing and shall be deemed to have been given when sent by electronic  
8 mail or overnight delivery service, in each case to the appropriate address or electronic mail  
9 address set forth below. Such notices shall be sent to the individuals listed below, or to such other  
10 individuals as the respective Party may designate in writing by notice to the other Stipulating  
11 Parties from time to time.

12 To Class Representatives:

13 Marcus S. Bird  
14 Hollister & Brace, A Professional Corporation  
15 1126 Santa Barbara Street  
16 Santa Barbara, CA 93101  
17 msbird@hbsb.com

18 To Cooperative:

19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22 Beth Collins  
23 Brownstein Hyatt Farber Schreck, LLP  
24 1020 State Street St.  
25 Santa Barbara, CA 93101  
26 [bcollins@bhfs.com](mailto:bcollins@bhfs.com)

27 To the State:

28 Jamee Jordan Patterson  
California Attorney General's Office  
600 West Broadway, Suite 1800  
San Diego, CA 92101

Chief Legal Counsel  
California Coastal Commission  
45 Fremont Street, 20<sup>th</sup> Floor

1 San Francisco, CA 94105-2219

2 Executive Officer  
3 California State Coastal Conservancy  
4 1515 Clay St., 10<sup>th</sup> Floor  
Oakland, CA 94612

5 Legal Counsel  
6 California State Coastal Conservancy  
7 1515 Clay St, 10<sup>th</sup> Floor  
Oakland, CA 94612

8 To Rancho Cuarta

9 Joseph Liebman, Esq.  
4250 Mariposa Drive  
10 Santa Barbara, CA 93110  
email: jliebmanlaw@gmail.com

11 **11. MISCELLANEOUS**

12 11.1 Each Stipulating Party agrees to take such steps and to execute any documents as  
13 may be reasonably necessary or proper to effectuate the purpose and intent of this Agreement and  
14 to preserve its validity and enforceability. In the event that any action or proceeding of any type  
15 whatsoever is commenced or prosecuted by any person or entity not a Stipulating Party hereto to  
16 invalidate, interpret, or prevent the validity, enforcement, or carrying out of all or any of the  
17 provisions of this Agreement, the Stipulating Parties mutually agree, represent, warrant, and  
18 covenant to cooperate fully in opposing such action or proceeding.

19 11.2 None of the Stipulating Parties shall be considered the drafter of this Agreement.  
20 The Stipulating Parties agree that they negotiated this Agreement at arm's length and in good faith,  
21 with each Party receiving advice from independent legal counsel.

22 11.3 All of the Exhibits attached hereto are hereby incorporated by reference as if fully  
23 set forth herein.

24 11.4 Titles and captions contained in this Agreement are inserted only as a matter of  
25 convenience and are for reference purposes only. Such titles and captions in no way are intended  
26 to define, limit, expand or describe the scope of this Agreement, nor the intent of any provision  
27

1 thereof. The recitals contained herein are contractual in nature and form a material part of this  
2 Agreement.

3  
4 11.5 Except as expressly set forth herein, all Stipulating Parties shall bear their own  
5 costs and expenses incurred in connection with implementing the terms of this Agreement and  
6 every aspect of the Settlement.

7 11.6 No breach of any provision hereof can be waived by any Stipulating Party unless in  
8 writing. The waiver by one Stipulating Party of any breach of this Agreement by any other  
9 Stipulating Party shall not be deemed a waiver of any other prior or subsequent breach of this  
10 Agreement.

11 11.7 This Agreement cannot be amended, altered or modified except by a written  
12 agreement duly executed by each Stipulating Party to be charged or its heirs, successors, duly  
13 authorized representative, or assigns.

14 11.8 This Agreement may be executed in counterpart originals, all of which, when so  
15 executed and taken together, shall be deemed an original and all of which shall constitute one and  
16 the same instrument. Each counterpart may be delivered by email (as a pdf attachment), and an  
17 emailed signature shall have the same force and effect as an original signature.

18 11.9 The Stipulating Parties agree that they shall not transfer or assign any claims within  
19 the scope of the releases contained in this Agreement.

20 11.10 This Settlement Agreement shall be binding upon and shall inure to the benefit of  
21 the Stipulating Parties and their respective successors, assignees, heirs, and personal  
22 representatives.

23 11.11 The Court shall retain jurisdiction over the Stipulating Parties to this Agreement  
24 with respect to the future performance of the terms of this Agreement pursuant to Code of Civil  
25 Procedure section 664.6.

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**IN WITNESS WHEREOF** the Stipulating Parties have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
CAROLYN PAPPAS

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
TIM BEHUNIN, Trustee of the Behunin Family Trust

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
PATRICK L. CONNELLY

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
THE HOLLISTER RANCH COOPERATIVE

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
STATE COASTAL CONSERVANCY

By: \_\_\_\_\_  
Samuel Schuchat, Executive Officer

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
CALIFORNIA COASTAL COMMISSION

By: \_\_\_\_\_  
John Ainsworth, Executive Director

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
RANCHO CUARTA

By: \_\_\_\_\_  
Jonathan Shields, General Partner

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APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2018

HOLLISTER & BRACE, APC

By: \_\_\_\_\_

MARCUS S. BIRD  
Attorneys for Plaintiffs Tom Pappas (deceased)  
by his successor Carolyn Pappas, Tim Behunin,  
Trustee of the Behunin Family Trust, and Patrick  
Connelly, individually and on behalf of all others  
similarly situated

Dated: \_\_\_\_\_, 2018

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: \_\_\_\_\_

STEVEN A. AMERIKANER  
BETH COLLINS-BURGARD  
Attorney for Plaintiff The Hollister Ranch  
Cooperative

Dated: \_\_\_\_\_, 2018

XAVIER BECERRA, ATTORNEY GENERAL OF  
THE STATE OF CALIFORNIA

By: \_\_\_\_\_

JAMEE JORDAN PATTERSON, Supervising  
Deputy Attorney General  
Attorneys for Defendants State Coastal  
Conservancy and California Coastal Commission

Dated: \_\_\_\_\_, 2018

LAW OFFICES OF JOSEPH LIEBMAN

By: \_\_\_\_\_

JOSEPH LIEBMAN  
Attorney for Defendant and Real Party in Interest  
Rancho Cuarta

# EXHIBIT 1

Previously executed Stipulation and Agreement of Settlement

# EXHIBIT 2

Previously executed License Agreement

# **EXHIBIT 3**

1 STEVEN A. AMERIKANER (State Bar No. 56446)  
2 BETH COLLINS-BURGARD (State Bar No. 222108)  
3 HILLARY STEENBERGE (State Bar No. 270794)  
4 BROWNSTEIN HYATT FARBER SCHRECK, LLP  
5 1020 State Street  
6 Santa Barbara, CA 93101-2706  
7 Telephone: 805.963.7000  
8 Facsimile: 805.965.4333  
9 Attorneys for Plaintiff the Hollister Ranch Owners'  
10 Association

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SANTA BARBARA**  
**ANACAPA DIVISION**

TOM PAPPAS, et al.,

Plaintiffs,

v.

STATE COASTAL CONSERVANCY, et al.,

Defendants.

Case No. 1417388

Assigned for All Purposes to the  
Honorable Colleen K. Sterne, Dept. SB5

**STIPULATION FOR ENTRY OF  
JUDGMENT; [PROPOSED]  
JUDGMENT**

17 Plaintiffs TOM PAPPAS (deceased) by his successor Carolyn Pappas, TIM BEHUNIN,  
18 Trustee of the Behunin Family Trust, and PATRICK CONNELLY, individually and on behalf of  
19 all others similarly situated, and THE HOLLISTER RANCH COOPERATIVE, a California non-  
20 profit agricultural cooperative association (“Cooperative”) (when appropriate, together the Class  
21 Representatives and the Cooperative will be referred to as the “Settling Plaintiffs”), and  
22 Defendants CALIFORNIA STATE COASTAL CONSERVANCY, an agency of the State of  
23 California, and the CALIFORNIA COASTAL COMMISSION, an agency of the State of  
24 California, (collectively, the “State”), and Defendant and Real Party in Interest Rancho Cuarta, a  
25 general partnership (“Rancho Cuarta”), (together, the State and Rancho Cuarta are referred to as  
26 the “Defendants,” and together, Settling Plaintiffs and the Defendants are referred to as the  
27 “Stipulating Parties”), hereby request, agree and stipulate as follows:

WHEREAS, on May 31, 2013, the above-captioned litigation was initiated by Tom

1 Pappas, Tim Behunin, Trustee of the Behunin Family Trust, Patrick Connelly, The Hollister  
2 Ranch Cooperative, the Hollister Ranch Owners' Association ("HROA"), and a putative class  
3 representing owners in Hollister Ranch with the filing of a Complaint for Quiet Title,  
4 Cancellation, Declaratory and Injunctive Relief, Petition for Writ of Mandate and Other Relief in  
5 the Superior Court of the State of California for Santa Barbara County against the State of  
6 California, a public entity, California State Coastal Conservancy, an agency of the State of  
7 California, California Coastal Commission, an agency of the State of California, County of Santa  
8 Barbara, a political subdivision of the State of California, and All Persons Unknown, Claiming  
9 Any Legal or Equitable Right, Title, Estate, Lien, or Interest in the Property Described in the  
10 Complaint Adverse to Plaintiffs' Title, or Any Cloud on Plaintiffs' Title Thereto, and Does 1-100  
11 Inclusive, Santa Barbara Superior Court Case No. 1417388 (the "Action");

12 WHEREAS, on or about December 8, 2017, the HROA and Defendants reached a  
13 settlement between themselves whereby HROA and Defendants entered into a Stipulation and  
14 Agreement of Settlement and a License Agreement (collectively, "Prior Settlement"), copies of  
15 which are attached hereto as Exhibits 1 and 2 incorporated by this reference. Pursuant to the  
16 Prior Settlement, the State has consented to the entry of a judgment quieting title in Plaintiffs'  
17 favor, and has disavowed, abandoned, extinguished, canceled, and disclaimed any right, title, or  
18 interest whatsoever in or to Parcels 1 through 136 of the Hollister Ranch associated with or  
19 described in the Offer to Dedicate or the Certificate of Acceptance. The State has agreed that the  
20 Hollister Ranch Managed Access Program and License constitute complete compliance with  
21 special condition 1 of Coastal Development Permit number 309-05. In exchange, the HROA has  
22 agreed to maintain and expand specified aspects of the Hollister Ranch Managed Access  
23 Program, and has executed a limited license to the State for public access over a certain area of  
24 Parcel 104 (owned by HROA), as described more fully in the Prior Settlement

25 WHEREAS, the Stipulating Parties wish, on the terms set forth herein and in that certain  
26 Conditional Stipulated Settlement Agreement with Defendants State Coastal Conservancy,  
27 California Coastal Commission and Rancho Cuarta ("Conditional Agreement") attached hereto as  
28 Exhibit 3, to resolve their differences concerning the Action without resort to additional

1 expensive and time-consuming litigation; and

2 WHEREAS, the Stipulating Parties have entered into this Stipulation for Entry of  
3 Judgment freely and voluntarily out of their desire to avoid the risk, inconvenience and expense  
4 of litigation, and to fully and finally resolve the legal claims subject to the Action.

5 NOW, THEREFORE, in consideration of the foregoing, the Stipulating Parties, through  
6 their respective attorneys of record, do hereby REQUEST, AGREE, AND STIPULATE as  
7 follows:

8 1. When this Judgment becomes Final (as defined below), Defendants disavow,  
9 abandon, extinguish, cancel and disclaim any interest whatsoever in or to any easements or other  
10 interest for public access or public recreation in, to, over, under, or through any property in  
11 Hollister Ranch (described in Exhibit 4) as a result of that certain document entitled Irrevocable  
12 Offer to Dedicate and Covenant Running with the Land, recorded on April 28, 1982 as instrument  
13 number 82-17113 in the office of the County Recorder of Santa Barbara County (“OTD”), or that  
14 certain document entitled the Certificate of Acceptance, recorded on April 26, 2013 as instrument  
15 number 2013-0028299 in the office the County Recorder of Santa Barbara County  
16 (“Acceptance”). The State agrees that the Hollister Ranch Managed Access Program and Public  
17 Access License Agreement constitute complete compliance with special condition 1 of Coastal  
18 Development Permit number 309-05.

19 2. “Final” means the latest of: (i) the expiration of the time to appeal, or otherwise  
20 seek review of the relevant order or judgment as to which no appeal or review shall be pending;  
21 (ii) the final affirmance of the relevant order or judgment on appeal and the expiration of the time  
22 for a petition to review the affirmance of the relevant order or judgment on appeal, or if such  
23 petition is granted, the final affirmance of the relevant order or judgment following review  
24 pursuant to that grant; (iii) the final dismissal of any appeal from the relevant order or judgment  
25 or the final resolution of any proceeding to review any appeal from the relevant order or judgment  
26 without any material change thereto; or (iv) the date on which all rights to appeal, petition for  
27 certiorari, or move for reargument or rehearing as to the relevant order or judgment shall have  
28 been waived in writing.



1           3.       This Judgment shall be recorded in the office of the County Recorder of Santa  
2 Barbara when it becomes Final.

3           4.       Defendants have no right, title, or interest whatsoever in or to any easements or  
4 other interest for public access or public recreation in, to, over, under, or through any property in  
5 Hollister Ranch (which property is described in Exhibit 4) as a result of the OTD or Acceptance,  
6 other than interests granted by way of that certain document titled Public Access License  
7 Agreement, entered into and dated as of December 8, 2017, between the Hollister Ranch Owners  
8 Association and the State.

9           5.       The State shall execute and deliver to Stipulating Plaintiffs' counsel the Quitclaim  
10 and Extinguishment of Offer to Dedicate and Abandonment of Permit and Certificate of  
11 Acceptance as required by the Conditional Agreement.

12           6.       As part of this Judgment, the Court shall retain jurisdiction to enforce the terms of,  
13 administration, and determination of any controversies relating to this Judgment, the Public  
14 Access License Agreement, the Prior Agreement, the Conditional Agreement, the Quitclaim and  
15 Extinguishment of Offer to Dedicate and Abandonment of Permit and Certificate of Acceptance,  
16 and any and all claims asserted in, arising out of, or related to the subject matter of the Action, in  
17 accordance with the provisions of section 664.6 of the Code of Civil Procedure.

18           7.       A Judgment shall be entered in this matter according to the above terms. The  
19 Judgment shall be a final disposition of the Action and is immediately appealable.

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**IN WITNESS WHEREOF** the Stipulating Parties have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
CAROLYN PAPPAS

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
TIM BEHUNIN, Trustee of the Behunin Family Trust

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
PATRICK L. CONNELLY

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
THE HOLLISTER RANCH COOPERATIVE

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
STATE COASTAL CONSERVANCY

By: \_\_\_\_\_  
Samuel Schuchat, Executive Officer

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
CALIFORNIA COASTAL COMMISSION

By: \_\_\_\_\_  
John Ainsworth, Executive Director

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
RANCHO CUARTA

By: \_\_\_\_\_  
Jonathan Shields, General Partner

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APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2018

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: \_\_\_\_\_

STEVEN A. AMERIKANER  
BETH COLLINS-BURGARD  
Attorney for Plaintiff The Hollister Ranch  
Cooperative

Dated: \_\_\_\_\_, 2018

XAVIER BECERRA, ATTORNEY GENERAL OF  
THE STATE OF CALIFORNIA

By: \_\_\_\_\_

JAMEE JORDAN PATTERSON, Supervising  
Deputy Attorney General  
Attorneys for Defendants State Coastal  
Conservancy and California Coastal Commission

Dated: \_\_\_\_\_, 2018

LAW OFFICES OF JOSEPH LIEBMAN

By: \_\_\_\_\_

JOSEPH LIEBMAN  
Attorney for Defendant and Real Party in Interest  
Rancho Cuarta

**[PROPOSED] JUDGMENT**

1  
2 FOR GOOD CAUSE SHOWN, and it appearing to the Court that the Stipulating Parties  
3 have stipulated that judgment as hereinafter set forth may be entered, IT IS HEREBY  
4 ORDERED, ADJUDGED AND DECREED that:

5 1. When this Judgment becomes Final (defined below), Defendants CALIFORNIA  
6 COASTAL COMMISSION, STATE COASTAL CONSERVANCY, and RANCHO CUARTA  
7 (collectively, “Defendants”) disavow, abandon, extinguish, cancel and disclaim any interest  
8 whatsoever in or to any easements or other interest for public access or public recreation in, to,  
9 over, under, or through any property in Hollister Ranch (described in Exhibit 4) as a result of that  
10 certain document entitled Irrevocable Offer to Dedicate and Covenant Running with the Land,  
11 recorded on April 28, 1982 as instrument number 82-17113 in the office of the County Recorder  
12 of Santa Barbara County (“OTD”), or that certain document entitled the Certificate of  
13 Acceptance, recorded on April 26, 2013 as instrument number 2013-0028299 in the office the  
14 County Recorder of Santa Barbara County (“Acceptance”). The State agrees that the Hollister  
15 Ranch Managed Access Program and Public Access License Agreement constitute complete  
16 compliance with special condition 1 of Coastal Development Permit number 309-05.

17 2. “Final” means the latest of: (i) the expiration of the time to appeal, or otherwise  
18 seek review of the relevant order or judgment as to which no appeal or review shall be pending;  
19 (ii) the final affirmance of the relevant order or judgment on appeal and the expiration of the time  
20 for a petition to review the affirmance of the relevant order or judgment on appeal, or if such  
21 petition is granted, the final affirmance of the relevant order or judgment following review  
22 pursuant to that grant; (iii) the final dismissal of any appeal from the relevant order or judgment  
23 or the final resolution of any proceeding to review any appeal from the relevant order or judgment  
24 without any material change thereto; or (iv) the date on which all rights to appeal, petition for  
25 certiorari, or move for reargument or rehearing as to the relevant order or judgment shall have  
26 been waived in writing.

27 3. This Judgment shall be recorded in the office of the County Recorder of Santa  
28 Barbara when it becomes Final.

1           4. Defendants have no right, title, or interest whatsoever in or to any easements or  
2 other interest for public access or public recreation in, to, over, under, or through any property in  
3 Hollister Ranch (which property is described in Exhibit 4) as a result of the OTD or Acceptance,  
4 other than interests granted by way of that certain document titled Public Access License  
5 Agreement, entered into and dated as of December 8, 2017, between the Hollister Ranch Owners  
6 Association and the State.

7           5. The State shall execute and deliver to Stipulating Plaintiffs' counsel the Quitclaim  
8 and Extinguishment of Offer to Dedicate and Abandonment of Permit and Certificate of  
9 Acceptance as required by the Conditional Agreement.

10          6. As part of this Judgment, the Court shall retain jurisdiction to enforce the terms of,  
11 administration, and determination of any controversies relating to this Judgment, the Public  
12 Access License Agreement, the Prior Agreement, the Conditional Agreement, the Quitclaim and  
13 Extinguishment of Offer to Dedicate and Abandonment of Permit and Certificate of Acceptance,  
14 and any and all claims asserted in, arising out of, or related to the subject matter of the Action, in  
15 accordance with the provisions of section 664.6 of the Code of Civil Procedure.

16          7. This Judgment is a final disposition of the above-captioned action and is  
17 immediately appealable.

18           IT IS SO ORDERED.

19 Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT 4**

1 STEVEN A. AMERIKANER (State Bar No. 56446)  
BETH COLLINS-BURGARD (State Bar No. 222108)  
2 HILLARY STEENBERGE (State Bar No. 270794)  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
3 1020 State Street  
Santa Barbara, CA 93101-2706  
4 Telephone: 805.963.7000  
Facsimile: 805.965.4333  
5 Attorneys for Plaintiffs, The Hollister Ranch  
Cooperative and the Hollister Ranch Owners'  
6 Association

7 MARCUS S. BIRD (State Bar No. 147463)  
HOLLISTER & BRACE, A Professional Corporation  
8 1126 Santa Barbara Street  
Santa Barbara, CA 93101  
9 Telephone: 805.963.6711  
Facsimile: 805.965.0319  
10 Attorneys for Plaintiffs, Tim Behunin, Trustee of the  
Behunin Family Trust, Carolyn Pappas, Patrick L.  
11 Connelly, individually and on behalf of the Plaintiff  
Classes

12  
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF SANTA BARBARA**  
15 **ANACAPA DIVISION**

16 TOM PAPPAS, et al.,

17 Plaintiffs,

18 v.

19 STATE COASTAL CONSERVANCY, et al.,

20 Defendants.

Case No. 1417388

Assigned for All Purposes to the  
Honorable Colleen K. Sterne, Dept. SB5

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT WITH  
DEFENDANTS CALIFORNIA  
COASTAL COMMISSION, STATE  
COASTAL CONSERVANCY AND  
RANCHO CUARTA**

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25 The Motion for an Order Granting Final Approval of Class Action Settlement  
26 (“Conditional Agreement”) came before this Court on \_\_\_\_\_. The above-captioned action  
27 addresses a real property dispute and involves class action claims brought by Plaintiffs Tom  
28 Pappas (deceased) by his Successor Carolyn Pappas, Tim Behunin, Trustee of the Behunin

16339008

1 Family Trust, Patrick L. Connelly, as well as individual claims brought by The Hollister Ranch  
2 Cooperative and the Hollister Ranch Owners' Association (collectively, "Plaintiffs") against  
3 Defendants State Coastal Conservancy, California Coastal Commission, and Rancho Cuarta  
4 (collectively, "Defendants").

5 On \_\_\_\_\_, the Court entered an Order Granting Preliminary Approval of Settlement  
6 ("Preliminary Approval Order"), resulting in certification of the following provisional settlement  
7 class (the "Class"):

8 Each and every owner of a fee interest in property at Hollister Ranch who  
9 held that interest during the pendency of the above-captioned proceeding,  
with the exception of the Cooperative, the Hollister Ranch Owners'  
Association, and the owners of Parcel 136.

10 The Court, upon Notice having been given as required in the Preliminary Approval Order,  
11 and having considered the proposed Conditional Agreement attached hereto as Exhibit 1, as well  
12 as all papers filed, and good cause appearing, hereby ORDERS, ADJUDGES AND DECREES  
13 AS FOLLOWS:

14 1. This Court has jurisdiction over the subject matter of the action and over all parties  
15 to the action, including all members of the Class.

16 2. The Court finds that the Class is properly certified as a class for settlement  
17 purposes only. The Court confirms the designation of named Plaintiffs Carolyn Pappas  
18 (Successor to Tom Pappas), Tim Behunin, Trustee of the Behunin Family Trust, and Patrick L.  
19 Connelly as Class Representatives, and the law firm of Hollister & Brace as Class Counsel for the  
20 purpose of effectuating this settlement.

21 3. The Notice provided to the Class members conforms with the requirements of  
22 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
23 Rules of Court, rules 3.766 and 3.769, the California and United States Constitutions, and any  
24 other applicable law, and constitutes the best notice practicable under the circumstances by  
25 providing individual notice to all Class members who could be identified through reasonable  
26 effort. The notice fully satisfied the requirements of due process.

27 4. The Court finds the Conditional Agreement was entered into in good faith, that the  
28 settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and



1 applicable requirements for final approval of this class action settlement under California law,  
2 including the provisions of Code of Civil Procedure section 382 and California Rules of Court,  
3 rule 3.769.

4 5. No Class member has objected to the terms of the Conditional Agreement.

5 6. Upon the Effective Date (defined in the Conditional Agreement), the Plaintiffs and  
6 all members of the Class shall, by operation of this Order and the accompanying Judgment, fully,  
7 finally and forever release, relinquish, and discharge Defendants and the Released Parties  
8 (defined in the Conditional Agreement) from the Released Claims (defined in the Conditional  
9 Agreement). Upon the Effective Date, all members of the Class shall be and are hereby  
10 permanently barred and enjoined from the institution or prosecution of any and all Released  
11 Claims against Defendants and any other Released Party.

12 7. The Clerk is hereby directed to enter a final Judgment forthwith declaring that  
13 Defendants have no right, title, or interest whatsoever in or to any easements or other interest for  
14 public access or public recreation in, to, over, under, or through associated with or described in  
15 that certain document entitled Irrevocable Offer to Dedicate and Covenant Running with the  
16 Land, recorded on April 28, 1982 as instrument number 82-17113 in the office of the County  
17 Recorder of Santa Barbara County (“OTD”), or as described in that certain document entitled the  
18 Certificate of Acceptance, recorded on April 26, 2013 as instrument number 2013-0028299 in the  
19 office the County Recorder of Santa Barbara County (“Acceptance”). The State agrees that the  
20 Hollister Ranch Managed Access Program and Public Access License Agreement constitute  
21 complete compliance with special condition 1 of Coastal Development Permit number 309-05.  
22 Through the Judgment Defendants shall have no right, title, or interest whatsoever in or to any  
23 easements or other interest for public access or public recreation in, to, over, under, or through  
24 any property in Hollister Ranch as a result of the OTD or Acceptance, other than interests granted  
25 by way of the Public Access License Agreement. .

26 8. When the Judgment becomes Final (defined in the Conditional Agreement), it  
27 shall be recorded in favor of all owners of property within Hollister Ranch in the office of the  
28 County Recorder of Santa Barbara.

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9. Class Counsel is ordered to give notice to all Class members in accordance with California Rules of Court, rule 3.771(b).

10. The Judgment to be entered by the Clerk is intended to be a final disposition of the above-captioned action its entirety, and the Judgment is intended to be immediately appealable.

11. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Conditional Agreement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to matters related to the Settlement, the Judgment, and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 5**



On May 31, 2013, the above-captioned litigation was initiated (hereinafter the “Class Action”) when the Plaintiffs filed a Complaint for Quiet Title, Declaratory and Injunctive Relief, Petition for Writ of Mandate and Other Relief in the Superior Court of the State of California for Santa Barbara County against the following Defendants: STATE OF CALIFORNIA, a public entity; CALIFORNIA STATE COASTAL CONSERVANCY, an agency of the State of California; CALIFORNIA COASTAL COMMISSION, an agency of the State of California; COUNTY OF SANTA BARBARA, a political subdivision of the State of California; and ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFFS’ TITLE, OR ANY CLOUD ON PLAINTIFFS’ TITLE THERETO and Does 1-100. An Order Granting Final Approval of Class Action for Settlement with the County of Santa Barbara and a Judgment in favor of Plaintiffs was entered on October 30, 2014, and the County was dismissed from this lawsuit. In order to comply with a ruling made by the Court, on March 11, 2014, Rancho Cuarta was named as a Defendant and Real Party in Interest to the Class Action as the current owner of Parcel 136 and the State of California was dismissed as a party.

On or about December 8, 2017, Plaintiff Hollister Ranch Owners’ Association (“HROA”) and Defendants California Coastal Commission (“Commission”), California State Coastal Conservancy (“Conservancy”) and Rancho Cuarta (together, the Commission and Conservancy are referred to as the “State”) (the State and Rancho Cuarta are collectively referred to as “Defendants”) reached a settlement between themselves whereby HROA and Defendants entered into a Stipulation and Agreement of Settlement and a License Agreement (collectively, “Prior Settlement”), copies of which are attached hereto as Exhibits 1 and 2. Pursuant to the Prior Settlement, the State has consented to the entry of a judgment quieting title in Plaintiffs’ favor, and has disavowed, abandoned, extinguished, canceled, and disclaimed any right, title, or interest whatsoever in or to Parcels 1 through 136 of the Hollister Ranch associated with or described in the Offer to Dedicate or the Certificate of Acceptance. The State has agreed that the Hollister Ranch Managed Access Program and License constitute complete compliance with special condition 1 of Coastal Development Permit number 309-05. In exchange, the HROA has agreed to maintain and expand specified aspects of the Hollister Ranch Managed Access Program, and executed a limited license to the State for public access over a certain area of Parcel 104 (owned by HROA), as described more fully in the Prior Settlement.

## **II. SETTLEMENT OF THE LAWSUIT WITH RESPECT TO THE DEFENDANTS**

The Defendants have agreed to settle with the remaining Plaintiffs and to publicly disavow and disclaim any right, title, or interest whatsoever in or to any easements for public access or public recreation in, over, under, or through the Plaintiffs’ properties, including but not limited to any easements for public access or public recreation as described in and as purportedly offered for dedication in that certain document entitled Irrevocable Offer to Dedicate and Covenant Running with the Land recorded on April 28, 1982 as instrument number 82-17113 and purportedly accepted in that certain document entitled the Certificate of Acceptance recorded on April 26, 2013 as instrument number 2013-0028299, and to consent to the entry of a Judgment quieting title as against the Defendants in favor of the Plaintiffs and the Class. In exchange, Plaintiffs agree to release Defendants from all claims that arise out of or are based on (i) the subject matters of the Class Action; or (ii) related to the events, allegations, facts, acts, omissions, or transactions referred to in the Complaint, or any subsequent pleading or amended complaint in

the Class Action. The Settlement together and in conjunction with the Prior Settlement constitute a global settlement resolving all claims of all parties to the Class Action.

On [DATE], the Court granted preliminary approval of the Settlement. A final fairness hearing regarding the settlement of this class action will be held on [DATE], before the Honorable Colleen Sterne, in Department 5 of the above-entitled Court, located at 1100 Anacapa Street, Santa Barbara, CA 93101.

### **III. ANSWERS TO FREQUENTLY ASKED QUESTIONS**

#### **A. Why did I get this notice package?**

Records indicate that you may be a member of the Settlement Class described above and may have suffered injury based on the events alleged in this lawsuit.

#### **B. What is this lawsuit about?**

This lawsuit addresses a real property dispute concerning, among other things, rights of public access at Hollister Ranch.

#### **C. What are the terms of the Settlement?**

The full settlement terms are set forth in the enclosed Settlement, which you should read carefully. In summary, Plaintiffs will release all claims against Defendants that arise out of or are based on (i) the subject matters of the Class Action; or (ii) related to the events, allegations, facts, acts, omissions, or transactions referred to in the Complaint, or any subsequent pleading or amended complaint in the Class Action.

In exchange, Defendants consent to entry of a Judgment quieting title to the Plaintiffs' properties, whereby the Defendants disclaim any right, title, or interest whatsoever in or to any easements or other interest for public access or public recreation in, to, over, under, or through any property in Hollister Ranch as a result of the Offer to Dedicate or Acceptance, other than interests granted by way of license agreement, as described more fully in the Prior Settlement. The State also shall execute a Quitclaim and Extinguishment of the Offer to Dedicate and Acceptance.

The Settlement is conditioned upon the occurrence of certain events described in the Settlement. Those events include, among others, the Court's entry of the Final Approval Order and Judgment. If, for any reason, any one of the conditions described in the Settlement is not met, the Settlement might be terminated and, if it is terminated, it will become null and void and the parties to the Settlement will be restored to their respective pre-settlement litigation positions. You should read the Settlement in its entirety. It contains other important terms.

#### **D. Can I object to the terms of the Settlement?**

You are entitled to object to the terms of the Settlement and to explain to the Court why it should not be approved. The Court will consider your views. To object, you must write a letter stating: (1) the name of the lawsuit, which is *Tom Pappas, et al., v. State Coastal Conservancy, et al.*, Case No. 1417388; (2) your full name, current address and telephone number; (3) a clear statement that you object to the Settlement with Defendants; (4) a clear statement of why you object; (5) whether you intend to appear at the Fairness Hearing with or without separate

counsel; (6) if you intend to appear at the Fairness Hearing with separate counsel, the identities of all attorneys who will separately represent you; and (7) your signature and the date you signed the objection.

Objections *must be postmarked 1st Class Mail no later than [DATE]*, and mailed to both addresses below:

Clerk of the Court  
Superior Court for the State of California, County of Santa Barbara  
1100 Anacapa Street  
Santa Barbara, CA 93101

Hollister & Brace, APC  
Attn: Marcus Bird  
1126 Santa Barbara Street  
Santa Barbara, CA 93101

**F. What do I do if I have questions?**

If you have any questions concerning any matter raised in this notice, or wish to provide us with your current name or address, please write to:

Hollister & Brace, APC  
Attn: Marcus Bird  
1126 Santa Barbara Street  
Santa Barbara, CA 93101  
Tel: (805) 963-6711

**THIS NOTICE MAY AFFECT YOUR RIGHTS; PLEASE READ IT CAREFULLY. PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS ACTION.**

**BY ORDER OF THE COURT**

# **EXHIBIT 6**



1 STEVEN A. AMERIKANER (State Bar No. 56446)  
BETH COLLINS-BURGARD (State Bar No. 222108)  
2 HILLARY STEENBERGE (State Bar No. 270794)  
BROWNSTEIN HYATT FARBER SCHRECK, LLP  
3 1020 State Street  
Santa Barbara, CA 93101-2706  
4 Telephone: 805.963.7000  
Facsimile: 805.965.4333  
5 Attorneys for Plaintiffs, The Hollister Ranch  
Cooperative and the Hollister Ranch Owners'  
6 Association

7 MARCUS S. BIRD (State Bar No. 147463)  
HOLLISTER & BRACE, A Professional Corporation  
8 1126 Santa Barbara Street  
Santa Barbara, CA 93101  
9 Telephone: 805.963.6711  
Facsimile: 805.965.0319  
10 Attorneys for Plaintiffs, Tim Behunin, Trustee of the  
Behunin Family Trust, Carolyn Pappas, Patrick L.  
11 Connelly, individually and on behalf of the Plaintiff  
Classes

12  
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF SANTA BARBARA**  
15 **ANACAPA DIVISION**

16 TOM PAPPAS, et al.,

17 Plaintiffs,

18 v.

19 STATE COASTAL CONSERVANCY, et al.,

20 Defendants.

Case No. 1417388

Assigned for All Purposes to the  
Honorable Colleen K. Sterne, Dept. SB5

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT  
WITH DEFENDANTS CALIFORNIA  
COASTAL COMMISSION, STATE  
COASTAL CONSERVANCY AND  
RANCHO CUARTA**

21  
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23  
24  
25 The Motion for Preliminary Approval of Class Action Settlement came before this Court  
26 on \_\_\_\_\_. The Court, having considered the proposed Conditional Settlement Agreement by  
27 and between Plaintiffs Tom Pappas (deceased) by his successor Carolyn Pappas, Tim Behunin,  
28 Trustee of the Behunin Family Trust, and Patrick Connelly, individually and on behalf of all

1 others similarly situated (collectively, the “Class Representatives”), and The Hollister Ranch  
2 Cooperative (“Cooperative”) (when appropriate, together the Class Representatives and the  
3 Cooperative will be referred to as the “Settling Plaintiffs”), and Defendants State Coastal  
4 Conservancy, California Coastal Commission and Rancho Cuarta (collectively, “Defendants”), a  
5 copy of which is attached hereto as Exhibit A, and the Exhibits attached thereto (hereafter, the  
6 “Settlement Agreement”), having considered the Motion for Preliminary Approval of Class  
7 Action Settlement filed by the parties, having considered the respective points and authorities and  
8 declarations submitted by the parties in support hereof; and good cause appearing, ORDERS,  
9 ADJUDGES AND DECREES AS FOLLOWS:

10 1. The Court grants preliminary approval of the Settlement Agreement and finds the  
11 terms to be within the range of reasonableness of a settlement that ultimately could be granted  
12 approval by the Court at a final Fairness Hearing. For purposes of settlement, the Court finds that  
13 the proposed settlement class is ascertainable and that there is a sufficiently well-defined  
14 community of interest among the Class in questions of law and fact. Therefore, for settlement  
15 purposes only, the Court grants conditional certification of the following “Class” defined as  
16 follows:

17 Each and every owner of a fee interest in property at Hollister Ranch who  
18 held that interest during the pendency of the above-captioned proceeding,  
19 with the exception of the Cooperative, the Hollister Ranch Owners’  
20 Association, and the owners of Parcel 136.

21 2. For purposes of settlement, the Court further designates named Plaintiffs Tom  
22 Pappas (deceased) by his Successor Carolyn Pappas, Tim Behunin, Trustee of the Behunin  
23 Family Trust and Patrick L. Connelly as Class Representatives, and the law firm of Hollister &  
24 Brace as Class Counsel.

25 3. A final Fairness Hearing on the question of whether the proposed settlement  
26 should be finally approved as fair, reasonable and adequate as to the members of the Class is  
27 scheduled in Department 5 of this Court, located at 1100 Anacapa Street, Santa Barbara,  
28 California, 93101, on \_\_\_\_\_, at 9:30 a.m.

4. At the final Fairness Hearing, the Court will consider: (a) whether the Settlement  
Agreement should be finally approved as fair, reasonable and adequate for the Class; (b) whether

1 an order granting final approval of the settlement should be entered; and (c) whether Judgment  
2 quieting title should be entered against Defendants.

3 5. Counsel for the parties shall file memoranda, declarations, or other statements and  
4 materials in support of their request for final approval by no later than \_\_\_\_\_.

5 6. The Court approves, as to form and content, the Notice of Pendency of Class  
6 Action, Proposed Settlement and Final Fairness Hearing Date (the “Notice”), which is attached  
7 hereto as Exhibit B.

8 7. The Notice Date shall be 10 calendar days after the date of this Order.

9 8. The Notice shall provide at least 30 calendar days from the Notice Date for a  
10 proposed member of the Class to object to the Settlement.

11 9. The Court directs the mailing of the Notice by first class mail to the members of  
12 the Class on or before the Notice Date.

13 10. The Court finds that the form of the Notice and the method of giving notice to  
14 members of the Class constitutes valid, due, and sufficient notice of the Settlement to all members  
15 of the Class and complies fully with the requirements of California Code of Civil Procedure  
16 section 382, California Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769,  
17 the California and United States Constitutions, and other applicable law.

18 11. The Court further approves the procedures for Class members to participate in or  
19 object to the Settlement, as set forth in the Settlement Agreement and Notice.

20 12. To validly object to the Settlement Agreement, an objecting Class member must  
21 provide the following information in the written objection: (i) the objecting Class member’s full  
22 name, address, telephone number, and signature; (ii) the Class member’s objection to the  
23 Settlement Agreement; (iii) the reasons for the Class member’s objections; (iv) whether the Class  
24 member intends to appear at the Fairness Hearing with or without separate counsel; and (v) if the  
25 Class member intends to appear at the Fairness Hearing with separate counsel, the identities of all  
26 attorneys who will separately represent the Class member.

27 13. The procedures and requirements for filing objections in connection with the  
28 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly

1 presentation of any Class member's objection to the Settlement Agreement, in accordance with  
2 the due process rights of all Class members.

3 14. Pending the Fairness Hearing, all proceedings in this action against Defendants,  
4 other than proceedings necessary to carry out or enforce the terms and conditions of the  
5 Settlement Agreement and this Order, are stayed.

6 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
7 connection with the administration of the Settlement Agreement which are not materially  
8 inconsistent with either this Order or the terms of the Settlement Agreement.

9 16. To facilitate administration of the Settlement Agreement pending final approval,  
10 the Court hereby enjoins all Class members from filing or prosecuting any claims, suits or  
11 administrative proceedings regarding the Released Claims (defined in the Settlement Agreement)  
12 unless and until such Class members have filed valid Requests for Exclusion with Class Counsel.

13 17. The Court orders the following implementation schedule for further proceedings:

14 *Notice Date: last day for class counsel to mail the* (10 days after Preliminary  
15 *Class Notice to class members* Approval)

16 *Objection Deadline: last day for Class members to* (30 days after Notice date)  
17 *submit objections*

18  
19 *Last day for class counsel to provide declaration of* (15 days after Notice date)  
20 *mailing of Class Notice.*

21 *Last day for Plaintiffs to respond to objections.* (15 days after objection deadline)

22 *Last day for settling parties to file motion and* (16 court days before final fairness  
23 *supporting documents for final approval of Class* hearing)  
24 *Action Settlement*

25 *Fairness Hearing re: final approval of Class Action* (approximately 120 days after  
26 *Settlement* preliminary approval)

27 18. The Fairness Hearing and related prior deadlines set forth above may, from time to  
28 time and without further notice to the Class (except those who have filed timely and valid  
objections), be continued or adjourned by Order of the Court.

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IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT 7**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Beth Collins  
Brownstein Hyatt Farber Schreck, LLP  
1020 State Street  
Santa Barbara, CA 93101

SPACE ABOVE RESERVED FOR RECORDER ONLY  
(GOV. CODE § 27361.6)

**QUITCLAIM AND EXTINGUISHMENT OF OFFER TO DEDICATE AND  
ABANDONMENT OF CERTIFICATE OF ACCEPTANCE**

Assessor's Parcel Numbers: [See Exhibit A attached]

This Quitclaim and Extinguishment of Offer to Dedicate and Abandonment of Certificate of Acceptance (“Quitclaim”) is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by the HOLLISTER RANCH OWNERS’ ASSOCIATION (“HROA”), a non-profit mutual benefit corporation and the STATE COASTAL CONSERVANCY, an agency of the State of California, and the CALIFORNIA COASTAL COMMISSION, an agency of the State of California (collectively, the “State”).

**Whereas**, Hollister Ranch consists of approximately 14,500 acres of land along the Santa Barbara coast. In 1970, Hollister Ranch was subdivided into 135 parcels, each approximately 100 acres. After 1970, Parcel 136 was annexed as part of Hollister Ranch (collectively, the 136 properties are referred to herein as the “Hollister Ranch Properties”). 133 of these 136 parcels are privately owned by members of the HROA (the “Members”). There are an estimated 1,100 Members of the HROA. The HROA owns three of the 136 parcels.

**Whereas**, the Hollister Ranch Properties are more fully described in Exhibit A.

**Whereas**, in October 1980, the California Coastal Commission approved the issuance of Coastal Development Permit No. 309-05 subject to certain conditions that the Commission determined were satisfied by the Young Men’s Christian Association of Metropolitan Los Angeles (“YMCA”) when the YMCA executed on March 11, 1982 an Irrevocable Offer to Dedicate and Covenant Running with the Land, recorded on April 28, 1982 as Instrument No. 82-17113 of the Official Records, County of Santa Barbara (“Offer to Dedicate”).

**Whereas**, on April 26, 2013, State Coastal Conservancy recorded a “Certificate of Acceptance” as Instrument No. 2013-0028299 of the Official Records, County of Santa Barbara. The purpose of the Certificate of Acceptance was to accept the Offer to Dedicate.

**Whereas**, each of the alleged Access Easements described in the Certificate of Acceptance or Offer to Dedicate would burden property owned by HROA and the Members.

**Whereas**, on May 31, 2013, HROA and the Members filed a Complaint for Quiet Title, Cancellation, Declaratory and Injunctive Relief, Petition for Writ of Mandate and Other Relief in the Superior Court of the State of California for Santa Barbara County against the State and all persons unknown claiming any legal or equitable right, title, estate lien, or interest in the Properties adverse to HROA and the Member's title, or any cloud on their title thereto (the "Action").

**Whereas**, as part of the settlement of the Action, the State intends to extinguish, disavow, abandon, cancel, and disclaim the Offer to Dedicate and Certificate of Acceptance and to quitclaim any alleged right, title, and interest in the Hollister Ranch Properties pursuant to the Offer to Dedicate and Certificate of Acceptance in consideration of the HROA's provision of the Public Access License Agreement and Hollister Ranch Managed Access Program.

**NOW, THEREFORE**, pursuant to the Judgment recorded concurrently herewith, the State does hereby: 1) extinguish and abandon the Offer to Dedicate and Certificate of Acceptance; and 2) with the exception of the License granted by HROA to the State over Parcel 104 (attached hereto as Exhibit B), REMISE, RELEASE and FOREVER QUITCLAIM unto HROA and the Members, all rights, title, and interest it may have in the Hollister Ranch Properties pursuant to the Offer to Dedicate and Certificate of Acceptance.

This Quitclaim shall be effective only upon recordation in the Official Records of the County of Santa Barbara, State of California. This Quitclaim may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution pages of counterparts may be attached to any one copy of this Quitclaim to form a single, complete document.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed this \_\_\_ day of \_\_\_\_\_, 2017.

Dated: \_\_\_\_\_, 2017

HOLLISTER RANCH OWNERS' ASSOCIATION

By: \_\_\_\_\_  
President Board of Directors

Dated: \_\_\_\_\_, 2017

STATE COASTAL CONSERVANCY

By: \_\_\_\_\_  
Samuel Schuchat, Executive Officer



Acknowledged and agreed to with regard to the extinguishment and abandonment of the Offer to Dedicate:

Dated: \_\_\_\_\_, 2017

CALIFORNIA COASTAL COMMISSION

By: \_\_\_\_\_

Name:

Title:

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2017

XAVIER BECERRA, ATTORNEY GENERAL OF  
THE STATE OF CALIFORNIA

By: \_\_\_\_\_

JAMEE JORDAN PATTERSON, Supervising  
Deputy Attorney General

Attorneys for Defendants State Coastal  
Conservancy and California Coastal Commission

**Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

**ACKNOWLEDGMENT**

State of California                    )  
  ) ss.  
County of \_\_\_\_\_                )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_

**Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

**ACKNOWLEDGMENT**

State of California                    )  
  ) ss.  
County of \_\_\_\_\_                )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_

**Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

**ACKNOWLEDGMENT**

State of California                    )  
  ) ss.  
County of \_\_\_\_\_                )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_

## Exhibit A

## Exhibit B